

After Recording Return  
Original Signed Covenant to:  
Charles Hoffman  
Department of Ecology - Southwest Regional Office  
300 Desmond Drive  
Lacey, WA 98503-1274

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06/06/2019 10:54:40 AM \$107.00  
AUDITOR, Pierce County, WASHINGTON

### Environmental Covenant

**Grantor:** DCT Blair Logistics Center LLC.  
**Grantee:** State of Washington, Department of Ecology  
**Brief Legal Description:** Lots 1 and 2 of Short Plat 8308190230, Pierce County, Washington  
**Tax Parcel Nos.:** 0321355005, 0321355006  
**Cross Reference:** None

### RECITALS

- a. This document is an environmental (restrictive) covenant (hereafter "Covenant") executed pursuant to the Model Toxics Control Act ("MTCA"), chapter 70.105D RCW and Uniform Environmental Covenants Act ("UECA"), chapter 64.70 RCW.
- b. This Restrictive Covenant applies to Lots 1 and 2 of Pierce County Short Plat 8308190230. All tax parcels are part of a site commonly known as the Reichhold/SSA Containers Site; the Reichhold/SSA Containers Site is legally described in Exhibit "A" and has Ecology Facility Site I.D No. 68593938. The tax parcels in combination are as described above are depicted in Exhibit "B" and are collectively referred to hereinafter as the "Property".
- c. The Property is the subject of remedial action under MTCA. This Covenant is required because residual contamination remains on the Property after completion of remedial actions. Specifically, the following principal contaminants remain on the Property:

Medium	Principal Contaminants Present above Industrial Cleanup Levels
Soil	Dioxins/Furans
Medium	Principal Contaminants That Threaten Surface Water Quality
Groundwater	Dioxins/Furans
Medium	Principal Contaminants Present below Industrial Cleanup Levels
Soil	2-Chlorophenol, 2,3,4,6-Tetrachlorophenol, 2,4-Dichlorophenol, 2,4,5-Trichlorophenol, 2,4,6-Trichlorophenol,

	Pentachlorophenol, Tetrachloroethene, Trichloroethene, Molybdenum, Aroclor-1248, Vinyl chloride
Groundwater	2-Chlorophenol, 2,3,4,6-Tetrachlorophenol, 2,4-Dichlorophenol, 2,4,6-Trichlorophenol, Pentachlorophenol, Tetrachloroethene, Trichloroethene, Vinyl chloride

d. It is the purpose of this Covenant to restrict certain activities and uses of the Property to protect human health and the environment and the integrity of remedial actions conducted at the site. Records describing the extent of residual contamination and remedial actions conducted are available through the Washington State Department of Ecology. This includes the following documents:

- *Reichhold/SSA Containers Facility Focused Feasibility Study Public Review Draft*. October 2008. Floyd|Snider.
- *Reichhold/SSA Containers 2009 Remedial Actions Construction Completion Report*. 18 December 2009. Floyd|Snider.
- *Reichhold/SSA Containers Inc. Cleanup Action Plan*. December 2008. Washington State Department of Ecology.
- *Reichhold/SSA Containers Facility Supplemental Focused Remedial Investigation/Supplemental Focused Feasibility Study*. February 2016. Floyd|Snider.
- *Reichhold/SSA Containers Facility Cleanup Action Plan Amendment*. February 2016. Floyd|Snider.
- *Reichhold/SSA Containers Facility Cap Inspection and Maintenance Plan*. February 2016. Floyd|Snider.
- *Reichhold/SSA Containers Facility: Groundwater Sampling Results for Dioxins/Furans*. April 13, 2017. Floyd|Snider.

e. This Covenant grants the Washington State Department of Ecology, as holder of this Covenant, certain rights specified in this Covenant. The right of the Washington State Department of Ecology as a holder is not an ownership interest under MTCA, Chapter 70.105D RCW or the Comprehensive Environmental Response, Compensation, and Liability Act ("CERCLA") 42 USC Chapter 103.

## COVENANT

DCT Blair Logistics Center LLC, as Grantor and fee simple owner of the Property hereby grants to the Washington State Department of Ecology, and its successors and assignees (hereafter "Ecology"), the following covenants. Furthermore, it is the intent of the Grantor that such covenants shall run with the land and be binding on all current and future owners of any portion of, or interest in, the Property.

## **Section 1. General Restrictions and Requirements.**

The following general restrictions and requirements shall apply to the Property:

- a. Interference with Remedial Action.** The Grantor shall not engage in any activity on the Property that may impact or interfere with the remedial action and any operation, maintenance, inspection or monitoring of that remedial action without conducting that work in accordance with the Ecology approved Cap Inspection and Maintenance Plan or receiving prior written approval from Ecology.
- b. Protection of Human Health and the Environment.** The Grantor shall not engage in any activity on the Property that may threaten continued protection of human health or the environment without prior written approval from Ecology. This includes, but is not limited to, any activity that results in the release of residual contamination that was contained as a part of the remedial action or that exacerbates or creates a new exposure to residual contamination remaining on the Property.
- c. Continued Compliance Required.** Grantor shall not convey any interest in any portion of the Property without providing for the continued adequate and complete operation, maintenance and monitoring of remedial actions and continued compliance with this Covenant.
- d. Leases.** Grantor shall restrict any lease for any portion of the Property to uses and activities consistent with this Covenant and notify all lessees of the restrictions on the use of the Property.
- e. Amendment to the Covenant.** Grantor must notify and obtain approval from Ecology at least sixty (60) days in advance of any proposed activity or use of the Property in a manner that is inconsistent with this Covenant. Before approving any proposal, Ecology must issue a public notice and provide an opportunity for the public to comment on the proposal. If Ecology approves the proposal, the Covenant will be amended to reflect the change.

## **Section 2. Specific Prohibitions and Requirements.**

In addition to the general restrictions in Section 1 of this Covenant, the following additional specific restrictions and requirements shall apply to the Property.

### **a. Land use.**

**Industrial Land Use:** The remedial action for the Property is based on a cleanup designed for industrial land use. As such, the Property shall be used in perpetuity only for industrial land uses as that term is defined in the rules promulgated under Chapter 70.105D RCW. All non-industrial land use is prohibited on the Property.

### **b. Groundwater Withdrawal**

The groundwater beneath the Property remains contaminated and shall not be extracted for any purpose other than temporary construction dewatering, investigation, monitoring or remediation. Drilling of a well for any water supply purpose is strictly prohibited. Groundwater extracted from the Property for any purpose shall be considered potentially contaminated and any discharge of this water shall be done in accordance with state and federal law.

### **c. Containment of soil.**

The remedial action for the Property is based on removal of contaminated soil, containing contaminated soil in one area, and monitoring groundwater for a defined period of time to confirm that contaminated groundwater is not migrating off of the Property. Soils contaminated with dioxins/furans at levels above industrial cleanup levels have been consolidated on the property and capped ("the Capped Area"). Exhibit B shows the approximate location of the Capped Area. The primary purpose of the cap is to contain contamination and mitigate risk of direct human contact with contaminated soils. As such, the following restrictions shall apply within the Capped Area illustrated in Exhibit B:

i) Activities that temporarily disturb the Capped Area, such as maintenance actions and construction activities, shall comply with the Ecology approved Cap Inspection and Maintenance Plan for the Property included in Exhibit C. As defined in the Cap Inspection and Maintenance Plan, intrusive activities in the capped areas that involve worker contact with contaminated soil and/or groundwater shall be conducted by individuals that have the appropriate training and certifications for working on hazardous waste sites and in conformance with a Site-specific health and safety plan. Prior to conducting any activities that will disturb the capped areas the Grantor shall provide written notice to Ecology, following the requirements of the Cap Inspection and Maintenance Plan.

ii) With the exception of activities carried out consistent with Section 2 (c)(i), any activity on the Property that will compromise the integrity of the cap including: drilling; digging; piercing the cap with sampling device, post, stake or similar device; grading; excavation; installation of underground utilities; removal of the cap; or, application of loads in excess of the cap load bearing capacity, is prohibited without prior written approval by Ecology. The Grantor shall report to Ecology within forty-eight (48) hours of the discovery of any damage to the cap. Unless an alternative plan has been approved by Ecology in writing, the Grantor shall promptly repair the damage in accordance with the requirements of the Cap Inspection and Maintenance Plan and submit a report documenting this work to Ecology within thirty (30) days of completing the repairs.

**d. Cap inspection**

The Capped Area shall be inspected and maintained in accordance with Exhibit C. Documentation of inspection shall be retained in accordance with Exhibit C.

**e. Periodic Review**

Pursuant to MTCA (WAC 173-340-420), the Property is subject to periodic reviews, at least every 5 years, by Ecology to evaluate whether human health and the environment are being protected, including review of groundwater use and groundwater and cap monitoring results. Monitoring will be conducted in accordance with the Cleanup Action Plan and may be discontinued or adjusted with approval of or as required by Ecology.

**Section 3. Access.**

a. The Grantor shall maintain clear access to all remedial action components necessary to construct, operate, inspect, monitor and maintain the remedial action. These components consist of the Capped Area, with restrictions as defined in Exhibit C, and the monitoring wells necessary

to conduct groundwater monitoring as required by the Cleanup Action Plan and Cleanup Action Plan Amendment.

b. The Grantor freely and voluntarily grants Ecology and its authorized representatives, upon reasonable notice, the right to enter the Property at reasonable times to evaluate the effectiveness of this Covenant and associated remedial actions, and enforce compliance with this Covenant and those actions, including the right to take samples, inspect any remedial actions conducted on the Property, and to inspect records related to the remedial action.

c. No right of access or use by a third party to any portion of the Property is conveyed by this instrument.

#### **Section 4. Notice Requirements.**

a. **Conveyance of Any Interest.** The Grantor, when conveying any interest in any part of the Property, including but not limited to title, easement, leases, and security or other interests, must:

i. Notify Ecology at least thirty (30) days in advance of the conveyance. This notice requirement does not apply to the lease of space for commercial uses within the Property or the buildings located on the Property. Waiver of this advance notice to Ecology for lease transactions does not constitute waiver of this notice for the sale of all or a portion of the Property, nor a waiver of the requirement in Section 4.a.ii to include this notice in any document conveying ownership or leasehold interest in the Property.

ii. Include in the conveying document a notice in substantially the following form, as well as a complete copy of this Covenant:

**NOTICE: THIS PROPERTY IS SUBJECT TO AN ENVIRONMENTAL COVENANT GRANTED TO THE WASHINGTON STATE DEPARTMENT OF ECOLOGY ON [ ] AND RECORDED WITH THE PIERCE COUNTY AUDITOR UNDER RECORDING NUMBER [ ]. USES AND ACTIVITIES ON THIS PROPERTY MUST COMPLY WITH THAT COVENANT, A COMPLETE COPY OF WHICH IS ATTACHED TO THIS DOCUMENT.**

iii. Excluding commercial leases, and unless otherwise agreed to in writing by Ecology, provide Ecology with a complete copy of the executed document within thirty (30) days of the date of execution of such document.

b. **Reporting Violations.** Should the Grantor become aware of any violation of this Covenant, Grantor shall promptly report such violation to Ecology.

c. **Emergencies.** For any emergency or significant change in site conditions due to Acts of Nature (for example, flood, fire) resulting in a violation of this Covenant, the Grantor is authorized to respond to such an event in accordance with state and federal law. The Grantor must notify Ecology of the event and response actions planned or taken as soon as practical but no later than within 24 hours of the discovery of the event.

d. Any required written notice, approval, or communication shall be personally delivered or sent by first class mail to the following persons. Any change in this contact information shall be submitted in writing to all parties to this Covenant.

DCT Blair Logistics Center LLC Attn: Brett Richer Pier 1, Bay 1 San Francisco, CA 94111 (415) 733-9574 bricher@prologis.com  With a copy to: DCT Blair Logistics Center LLC Attn: General Counsel 1800 Wazee Street, Suite 500 Denver, CO 80202 (303) 567-5746	Environmental Covenants Coordinator Washington State Department of Ecology Toxics Cleanup Program P.O. Box 47600 Olympia, WA 98504 – 7600 (360) 407-6000
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As an alternative to providing written notice and change in contact information by mail, these documents may be provided electronically in an agreed upon format at the time of submittal.

#### **Section 5. Modification or Termination.**

- a. Grantor must provide written notice and obtain approval from Ecology at least sixty (60) days in advance of any proposed activity or use of the Property in a manner that is inconsistent with this Covenant. For any proposal that is inconsistent with this Covenant and permanently modifies an activity or use restriction at the site:
  - i. Ecology must issue a public notice and provide an opportunity for the public to comment on the proposal; and
  - ii. If Ecology approves of the proposal, the Covenant must be amended to reflect the change before the activity or use can proceed.
- b. If the conditions at the site requiring a Covenant have changed or no longer exist, then the Grantor may submit a request to Ecology that this Covenant be amended or terminated. Any amendment or termination of this Covenant must follow the procedures in MTCA and UECA and any rules promulgated under these chapters.
- c. By signing this agreement, per RCW 64.70.100, the original signatories to this agreement, other than Ecology, agree to waive all rights to sign amendments to and termination of this Covenant.

#### **Section 6. Enforcement and Construction.**

- a. This Covenant is being freely and voluntarily granted by the Grantor.
- b. Grantor shall provide Ecology with an original signed Covenant and proof of recording within ten (10) days of execution of this Covenant.
- c. Ecology shall be entitled to enforce the terms of this Covenant by resort to specific performance or legal process. All remedies available in this Covenant shall be in addition to any and all remedies at law or in equity, including Chapter 70.105D RCW and Chapter 64.70 RCW.

Enforcement of the terms of this Covenant shall be at the discretion of Ecology, and any forbearance, delay or omission to exercise its rights under this Covenant in the event of a breach of any term of this Covenant is not a waiver by Ecology of that term or of any subsequent breach of that term, or any other term in this Covenant, or of any rights of Ecology under this Covenant.

d. The Grantor, upon request by Ecology, shall be obligated to pay for Ecology's costs to process a request for any modification or termination of this Covenant and any approval required by this Covenant.

e. This Covenant shall be liberally construed to meet the intent of the Model Toxics Control Act, chapter 70.105D RCW and Uniform Environmental Covenants Act, chapter 64.70 RCW.

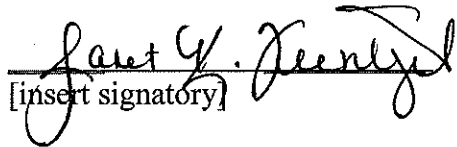
f. The provisions of this Covenant shall be severable. If any provision in this Covenant or its application to any person or circumstance is held invalid, the remainder of this Covenant or its application to any person or circumstance is not affected and shall continue in full force and effect as though such void provision had not been contained herein.

g. A heading used at the beginning of any section or paragraph or exhibit of this Covenant may be used to aid in the interpretation of that section or paragraph or exhibit but does not override the specific requirements in that section or paragraph.

The undersigned Grantor warrants he/she holds the title to the Property and has authority to execute this Covenant.

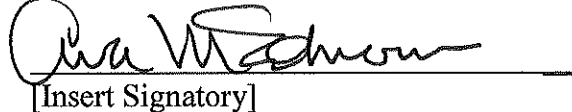
EXECUTED this 6<sup>th</sup> day of JUNE, 2019.

DCT BLAIR LOGISTICS CENTER LLC.

[insert signatory] 

Dated: 5/29/19

STATE OF WASHINGTON

[Insert Signatory] 

DEPARTMENT OF ECOLOGY

Dated: 6-6-19

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT****CIVIL CODE § 1189**

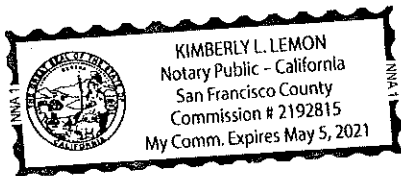
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California )  
County of San Francisco )  
On May 29, 2019 before me, Kimberly L. Lemon, Notary Public,  
Date Here Insert Name and Title of the Officer  
personally appeared Janet K. Frenzle  
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s); or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature [Signature]  
Signature of Notary Public

Place Notary Seal Above

**OPTIONAL**

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

**Description of Attached Document**

Title or Type of Document: Environmental Covenant Document Date: \_\_\_\_\_

Number of Pages: \_\_\_\_\_ Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_

- ☐ Corporate Officer — Title(s): \_\_\_\_\_  
☐ Partner — ☐ Limited ☐ General  
☐ Individual ☐ Attorney in Fact  
☐ Trustee ☐ Guardian or Conservator  
☐ Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_

- ☐ Corporate Officer — Title(s): \_\_\_\_\_  
☐ Partner — ☐ Limited ☐ General  
☐ Individual ☐ Attorney in Fact  
☐ Trustee ☐ Guardian or Conservator  
☐ Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_



EXHIBIT A  
LEGAL DESCRIPTION

Lots 1 and 2, Pierce County Short Plat 8308190230, according to the plat thereof recorded August 19, 1983, records of Pierce County Auditor.

Except that portion of said Lot 1 conveyed to Pierce County by deed recorded August 11, 1987 under recording No. 8708110372, records of Pierce County Auditor.

Situate in the City of Tacoma, County of Pierce, State of Washington.